

ATHLETIC TRAINER AGREEMENT

THIS AGREEMENT REGARDING ATHLETIC TRAINER (the "Agreement") is made and entered by and between the United Township High School Board of Education, District #30 ("UTHS") and Genesis Health System d/b/a MercyOne Genesis Outpatient Rehabilitation Services, an Iowa non-profit corporation ("Genesis"). UTHS and Genesis may be individually referred to as a "party" and collectively as the "parties."

WHEREAS, UTHS wishes to engage the services of an athletic trainer to provide services with respect to certain athletic programs of UTHS; and

WHEREAS, Genesis is willing to arrange for the services of an individual to act as the athletic trainer on behalf of UTHS;

WHEREAS, UTHS and Genesis previously entered into an Agreement regarding Athletic Trainer which will expire by its terms on June 30, 2025, but the parties wish to enter into a new Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence effective July 1, 2025 (the "**Effective Date**") and shall terminate at 11:59 p.m. on June 30, 2026, unless sooner terminated.

2. **Engagement.** Genesis hereby agrees to arrange for the services of an individual who is an Illinois- licensed athletic trainer to provide services as an athletic trainer ("**Athletic Trainer**") on behalf of UTHS athletic programs as designated by UTHS's athletic director and as agreed to in advance by Genesis. Genesis shall cause the Athletic Trainer to perform such reasonable and necessary services as may be required from time to time in accordance with the position of athletic trainer established by the UTHS's athletic director and defined in attached document hereto as **EXHIBIT A**. Genesis shall cause the Athletic Trainer to comply with applicable rules and regulations of UTHS as may be in effect from time to time and provided that such rules and regulations are provided to Genesis in advance and are commercially reasonable. UTHS shall provide the equipment, supplies, office space and support as Genesis deems necessary to provide the Services hereunder. The Parties anticipate that the time commitment of the Athletic Trainer will be approximately One Thousand Forty (1,040) hours during each year of the term hereof. **EXHIBIT B** sets forth the schedule during which the Athletic Trainer is expected to provide services hereunder for the 2025-2026 academic year.

In the event that the Genesis-designated Athletic Trainer ceases to be employed by or otherwise under contract with Genesis, Genesis will use best efforts to designate a replacement individual acceptable to UTHS (whose acceptance will not be unreasonably withheld) to act as Athletic Trainer for the remainder of the term of this Agreement. In the event that a replacement Athletic Trainer is not agreed upon, this Agreement shall automatically terminate.

Notwithstanding any other provision in this Agreement either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

3. **Compensation.** UTHS shall pay a total of Thirty-Five Thousand and no/100 Dollars, (\$35,000), payable in two installments of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500) for the Athletic Trainer's service provided hereunder. The first installment shall be due on or before January 31 of the Term and the second installment shall be due within ten (10) days of the end of the Term.

Genesis shall submit hours of coverage monthly to the UTHS Athletic Director, and the Manager, MercyOne Genesis Outpatient Rehabilitation Services or their respective designees. Invoices will be generated by Genesis and sent to UTHS. Payment shall be submitted within thirty (30) days of the invoice dates to:

Genesis Health System d/b/a
MercyOne Genesis Physical Therapy
855 Illini Drive, Suite 120
Silvis, IL 61282
Attn: Connie Tauke, Director

In the event UTHS requests additional services of the Athletic Trainer over and above the One Thousand Forty (1,040) hours limitation, Genesis shall invoice and UTHS shall pay at a rate of thirty-five and 00/100 (\$35.00) Dollars per hour for each hour over and above the forgoing limitations. Additional hours are subject to Genesis staff availability.

4. **Independent Contractor Status.** The parties understand and agree that Genesis is engaged strictly as an independent contractor and nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship between Genesis and UTHS. Genesis understands and agrees that UTHS will not withhold from compensation payable to Genesis under this Agreement any sum for income tax; unemployment insurance, social security or other withholdings pursuant to law, and Genesis is required by this Agreement to pay these amounts. Each party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other party to withhold federal and state income taxes, unemployment and social security taxes as may be applicable.

5. **Compliance with Applicable Law.** The parties agree to fully observe and comply with all provisions of law and other rules and regulations relating to the services to be provided by the Athletic Trainer hereunder. If any of the provisions of this Agreement violate any laws, rules or regulations, the parties agree to modify this Agreement to the extent necessary to comply with said laws, rules or regulations. The parties acknowledge that Genesis is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Genesis may disclose protected health information to UTHS representatives only if a valid authorization properly signed by the student-athlete's personal representative (assuming the student-athlete is an unemancipated minor) has been delivered to Genesis campus. UTHS shall cooperate with Genesis in securing such authorization and shall not permit a student-athlete

to participate in athletics until a valid authorization is obtained. Such authorization shall be obtained using the form attached hereto as **Exhibit “C”**, attached hereto and incorporated by reference herein.

6. **Indemnification.** UTHS agrees to indemnify, hold harmless and defend Genesis for any and all claims and potential claims, litigation and potential litigation, losses, costs and damages (including attorneys’ fees) brought against Genesis or the Athletic Trainer arising out of the Athletic Trainer’s actions as athletic trainer for UTHS, provided, however, that such actions were taken in good faith and within the scope of the Athletic Trainer’s duties as athletic trainer (the “**UTHS Litigation Liabilities**”). It is understood that this indemnification does not apply to individual or professional services of the Athletic Trainer provided on behalf of Genesis or otherwise outside of this Agreement. In the event that any claim arises against Genesis, which, if successful, might result in any UTHS Litigation Liability, UTHS shall have the right to participate in the defense thereof and to be represented, at UTHS’s expense, by counsel to be selected by UTHS, and Genesis shall not compromise or settle such claim without first consulting with UTHS. Genesis shall notify UTHS, in writing, within thirty (30) days of any claims made against Genesis (ten (10) days in the case of receipt of summons in litigation) with respect to the obligations indemnified against herein.

7. **Insurance.** In order to adequately insure their respective personnel for liability arising out of the activities to be performed under this Agreement, UTHS and Genesis each agree to obtain and maintain in force and effect liability insurance to insure themselves and their respective personnel for liability arising out of activities to be performed under, or in any manner related to, this Agreement. It is acceptable for Genesis to be self-insured under its professional and general liability coverage.

8. **Government Contract Requirements.** Each party agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq, The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto. In connection with its performance under this Agreement, each party will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or physical or mental handicap (unless such handicap is job related), and will take affirmative action to ensure equal opportunity in all aspects of employment including, but not limited to, recruitment, promotion, demotion, transfer, layoff, termination, compensation, and selection for training.

9. **Miscellaneous Provisions.**

9.1 **Notices.** Any notice or demand required to be given hereunder shall be in writing and shall be deemed to be given when sent by United States Certified or Registered mail, return receipt requested, postage prepaid, addressed as follows:

To Genesis Health System Genesis Health System
d/b/a MercyOne Genesis Physical Therapy Services
855 Illini Drive, Suite 120
Silvis, IL 61282
Attn: Connie Tauke, Director, Genesis Health System

With a copy to Genesis Health System
1227 East Rusholme Street
Davenport, IA 52803
Attn: Associate Counsel, Legal Dept.

To UTHS: Board of Education
United Township High School
1275 Avenue of the Cities
East Moline, IL 61244
Attn: Superintendent

or to such other person or such other address as may be designated by the parties hereto.

9.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous agreements between the parties, either oral or written, with respect to the subject matter herein. This Agreement may only be amended by writing executed by the party against whom enforcement of the amendment is sought.

9.3 **Assignability.** This Agreement is not assignable by either party without the written consent of all parties to this Agreement. However, this Agreement is binding upon and shall inure to the benefit of the successors and interest of Genesis, which may occur by operation of law.

9.4 **Amendments.** Except as otherwise provided in this Agreement, this Agreement may not be amended except upon written agreement signed by both parties.

9.5 **Waiver.** No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any other covenant or condition of this Agreement.

9.6 **Severability.** If any of the covenants or conditions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of this Agreement shall remain fully enforceable in accordance with their terms.

9.7 **Governing Law.** This Agreement shall be governed and controlled by the laws of the State of Illinois.

9.8 **No Third Party Rights.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

9.9 **No Solicitation; Exclusivity.** During the term of this Agreement and for one (1) year thereafter, UTHS agrees that it will not enter into an independent contractor relationship with any individual providing services hereunder. UTHS further agrees that it will not contract with any entity other than Genesis for the provision of athletic trainer services at UTHS during the term of this Agreement. During the term of this Agreement, UTHS will prohibit any physical therapy or sports medicine providers from offering presentations, proposals, or otherwise soliciting work or patients at or from UTHS School.

9.10 **Counterparts.** This Agreement may be executed and delivered (including by facsimile transmission or e-mail) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**GENESIS HEALTH SYSTEM
d/b/a MERCYONE GENESIS
OUTPATIENT
REHABILITATION SERVICES**

**UNITED TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION**

Connie Tauke
MercyOne Regional Director of
Ambulatory Therapy

Name: Scott Harding
Title:

Date: _____

Date: _____

EXHIBIT A

ATHLETIC TRAINER POSITION DESCRIPTION

I. Duties and Expectations of Athletic Trainers:

- Prevention of athletic injuries, recognition, evaluation, and immediate care of athletic injuries, rehabilitation and reconditioning of athletic injuries
- Serve as a liaison between athletes, parents, coaches, Athletic Director, physicians and other healthcare professionals
- Assist as needed with scheduling athletes for Physical Therapy services
- Ensures that athletes participate only when physically able and that any physician instructions are understood and followed.
- Member of Concussion Oversight Team and responsible for compliance with UTHS Concussion Policy and Return to Learn (RTL) policy per Public Act 099-0245.
- Reports to appropriate Clinic Manager at Genesis Outpatient Rehabilitation Services and Athletic Director
- Athletic coverage for the athletic year as agreed upon per contract between UTHS and Genesis Outpatient Rehabilitation Services
- Maintain the Athletic Training room
- Compile the annual Sports Medicine Budget to be submitted to the Athletic Director

II. Qualifications:

- Bachelor's degree in Athletic Training or related field
- NATABOC Certified Athletic Trainer
- Current Illinois Athletic Trainer License or Eligible
- Current First Aid/CPR
- Excellent communication skills

EXHIBIT B

Fall/Sports	Practice	Home Event	Away Event	Extra Coverage
Football				
Varsity	X	X	X	
Sophomore	X	X	X	
Freshman		X		
Boys Golf				
Boys Soccer				
Varsity		X		**
Sophomore		X		
Freshman				**
Cheerleading				
Cross Country				
Girls Swimming & Diving				
Girls Tennis				
Volleyball				
Varsity		X		**
Sophomore		X		
Freshman				
Winter/Sports	Practice	Home Event	Away Event	Extra Coverage
Bowling				
Boys Basketball				
Varsity	X	X		
Sophomore		X		
Freshman				
Boys Swimming & Diving				
Cheerleading				
Girls Basketball				
Varsity	X	X		
Sophomore		X		
Freshman				
Wrestling				
Varsity	X	X		
Junior Varsity		X		
Spring/Sports	Practice	Home Event	Away Event	Extra Coverage

Baseball				
Varsity		X		**
Sophomore				
Freshman				
Boys Tennis				
Boys Track & Field				
Varsity		X		**
Junior Varsity		X		
Girls Soccer				
Varsity		X		**
Sophomore		X		
Freshman				**
Girls Track & Field		X		
Girls Softball		X		

In Process

EXHIBIT “C”

STUDENT-ATHLETE AUTHORIZATION

SEE ATTACHED

In Process

STUDENT-ATHLETE AUTHORIZATION
FOR
DISCLOSURE OF PROTECTED HEALTH INFORMATION

I. AUTHORIZATION OF STUDENT-ATHLETE

I hereby authorize Genesis Health System (“Genesis”) its agents and employees, as providers of athletic trainer services to United Township High School (“UHTS”), to release information to UTHS and its agents and employees regarding the student-athlete’s protected health information and related information regarding any injury or illness during the student-athlete’s training for and participation in athletics at UTHS. I understand that, in order to participate in interscholastic sports, it is imperative that Genesis is able to disclose my protected health information to individuals such as a coach, athletic director, or school official, as well as to other health care providers, hospitals and/or medical clinics and laboratories, and I hereby consent to any such disclosure. I acknowledge that this protected health information may be protected by the federal regulations under the Health Information Portability and Accountability Act (“HIPAA”) and may concern my medical status, medical condition, injuries, prognosis, diagnosis, athletic participation status, and related personally identifiable health information. I further acknowledge that the information that is used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by HIPAA.

II. AUTHORIZATION OF PARENT/GUARDIAN

Complete this section if the student-athlete is a minor at the time of the authorization.

I, _____, parent or guardian of _____, student-athlete, understand that authorization/consent of the student-athlete’s parent or guardian for the disclosure of the student-athlete’s protected health information is a condition for participation as an interscholastic athlete at UTHS, and hereby authorize and consent to the disclosure in accordance with the terms and conditions set forth in preceding paragraph. I understand that the student-athlete’s protected health information may be protected by the federal regulations under the Health Information Portability and Accountability Act (“HIPAA”) and, if so, may not be disclosed without either parent/legal guardian authorization under HIPAA while the student-athlete is a minor.

IMPORTANT: YOUR RIGHTS. The student-athlete (or his or her parent/guardian, if the student-athlete is a minor) shall have the following rights:

- To revoke this authorization at any time by notifying Genesis in writing. The revocation letter must be signed by the student-athlete (or parent/guardian if the student-athlete is a minor) and be hand-delivered or mailed to Genesis Health System, 1227 East Rusholme St, Davenport, IA 52803, Attn: Physical Rehabilitation Department. A revocation will not affect any uses or disclosures that Genesis made before it received the revocation.
- To see a copy of the health information described on this form upon request.
- To seek assurances from the entities or individuals authorized to receive the health information that they will not re-disclose the information to any other party without further authorization of the student-athlete or parent/guardian.
- To receive a copy of this signed authorization form upon request.

This Authorization expires one year from the date it is signed.

REQUIRED SIGNATURES FOR PARTICIPATION FOR INTERSCHOLASTIC SPORTS

Signature of Student-Athlete

Signature of Parent/Guardian

Print Name

Date: _____

Print Name

Date: _____